

ATTACHMENT F

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	41701
CONTRACTOR LEGAL ENTITY NAME:	Hartsville Trousdale County Metro Gov't.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	Edison Vendor ID 2537

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Trousdale Ramp Plan

W	/eek 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
Building G (512 GP Dorm)*	128	128	128	128						
Building B (360 GP cell)	- Heliabilanalans				90	90	90	90		
Building C (360 GP cell)									90	90
Building D (360 GP cell)										
Building E (360 GP cell)										
Bùilding F (360 GP cell)										
Building A (240 GP cell)**										
Cumulative Count	128	256	384	512	602	692	782	872	962	1052
* We would fill with work detail inma	tes first.									
** Building A has 360 cell beds, but 1	.20 are se	gregation								

and therefore are not represented on this plan.



Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23
90	90											
		90	90	90	90							
						90	90	90	90			
										90	90	9
1142	1232	1322	1412	1502	1592	1682	1772	1862	1952	2042	2132	222





	512	360	360	360	360	360	240		2552
Tota									
Week 24 Week 25 Week 26 Total							120	2552	
Week 25							120	2432	
24						8		2312	

AGREEMENT

BETWEEN

TROUSDALE COUNTY, TENNESSEE

AND

CORRECTIONS CORPORATION OF AMERICA

THIS AGREEMENT is hereby entered into between Corrections Corporation of America ("CCA") and Trousdale County, Tennessee ("Trousdale County").

WHEREAS, by way of a letter to the Tennessee Department of Correction (the "Department") dated July 23, 2013, Trousdale County requested that the Department consider Trousdale County as a potential site for future prison expansion, a copy of which is attached hereto as Exhibit A;

WHEREAS, by way of a letter from the Department dated October 8, 2013, the Department stated its intent to move forward with a partnership with Trousdale County to meet the State's anticipated bed demand for felony offenders in the next few years; a copy of the letter is attached hereto as Exhibit B;

WHEREAS, CCA owns a site that is ideally suited to meet the criteria required by the Department (as detailed in Exhibit B) and Trousdale County desires CCA to design, construct, own and operate a facility on this site to meet the Department's needs;

WHEREAS, CCA desires to design construct, own and operate a facility on its site to meet the Department's needs and will contribute construction, employment, utility and personal and real property tax dollars to the community in connection with its construction and operation of a facility in Trousdale County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Trousdale County will negotiate an inmate Incarceration Agreement with the Department
 and any related agreements necessary to effectuate the partnership between Trousdale
 County and the Department as contemplated in the letters attached hereto as Exhibits A
 and B (the "Incarceration Agreement(s)"). Any such agreement or agreements negotiated
 are subject to the review and approval of CCA and the Trousdale County attorney and
 shall not be executed or considered final until approved by the Trousdale County
 Commission.
- 2. CCA shall design, construct, own and operate a facility on its site in Hartsville, Tennessee that meets the criteria laid out by the Department in Exhibit B (the "Facility")

- and the County shall house State of Tennessee inmates received under the Incarceration Agreement(s) in the Facility.
- 3. On behalf of Trousdale County, CCA shall provide services and perform all obligations required of the County under the terms of the Incarceration Agreement(s) including, but not limited to insurance requirements.
- 4. CCA shall pay all personal and real property taxes associated with the Facility.
- 5. Trousdale County will not amend, terminate or otherwise change the terms of the Incarceration Agreement(s) without CCA's prior written approval.
- 6. Trousdale County shall pay CCA all funds received pursuant to the Incarceration Agreement(s) within ten days of receipt of such funds. CCA agrees to prepare the necessary documentation on behalf of Trousdale County for payment in accordance with the process set forth in the Incarceration Agreement(s). To the extent allowed under the Incarceration Agreement(s), CCA will be the designated Payee and all funds due pursuant to the Incarceration Agreements will be paid directly to CCA.
- 7. CCA shall indemnify, defend and save and hold harmless Trousdale County, its agents, employees, and representatives from and against any and all suits, actions, claims, demands, damages or losses arising from the acts of omissions of CCA, its agents, employees, representatives, or subcontractors incident to the performance of duties and obligations under the Incarceration Agreement(s). In addition, CCA shall save and hold harmless and indemnify Trousdale County, its agents, employees and representatives against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of the Incarceration Agreements resulting from the negligent acts or omissions of CCA or any employee, or agent of CCA. In so agreeing, CCA does not waive any defenses, immunities or limits of liability available to it under state or federal law. CCA agrees to hold harmless and indemnify Trousdale County and their officials in their official and individual capacities from any liability, including third-party liability or worker's compensation arising from the conduct of CCA and its employees during the course of transporting inmates on behalf of the State. In no event shall this provision be construed to extend CCA's indemnification obligation to any suit, action, claim, demand, damage or loss arising from acts or omissions of Trousdale County, its agents, employees, representatives, or subcontractors, other than CCA.

The parties acknowledge and agree that the State of Tennessee is a third-party beneficiary under this Agreement because CCA will be performing services that will benefit the State of Tennessee and on which the State of Tennessee is relying pursuant to its separate contract with the County. CCA agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all

claims, liabilities, losses, and causes of action, including reasonable attorney fees, which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of CCA, its employees, or any person acting for or on its or their behalf relating to this Agreement. CCA further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of CCA to the State.

In the event of any such suit or claim, CCA shall give the County and the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give CCA written notice of any such claim or suit, and CCA shall have full right and obligation to conduct CCA's own defense thereof. Nothing contained herein shall be deemed to accord to CCA, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- 8. CCA hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of CCA on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. CCA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 9. CCA shall maintain documentation for all charges under this Agreement. The books, records, and documents of CCA, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 10. CCA warrants that no part of the total Incarceration Agreement Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to CCA in connection with any work contemplated or performed relative to this Agreement.
- 11. CCA agrees that for monitoring purposes the State shall have access to the Facility, inmates, personnel and records regarding CCA's performance to the same extent as the State has access to such information pursuant to the Incarceration Agreement.
- 12. The terms of this Agreement shall be effective upon execution and shall be concurrent with the term of the Incarceration Agreement(s) unless otherwise terminated as provided

- herein; provided, however, the obligations of CCA under paragraph 7 shall survive any termination hereof.
- 13. Either party may terminate this Agreement if a breach by the other party remains uncured for more than sixty (60) days after written notice; provided, however, the obligations of CCA under paragraph 7 shall survive any termination thereof.
- 14. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity, except as set forth in paragraph 7 hereof.
- 15. This Agreement shall not be altered, changed or amended except in a written amendment executed by both parties.
- 16. CCA may assign or subcontract this Agreement to any wholly-owned CCA affiliate. Otherwise, neither party may assign or subcontract this Agreement without the written consent of the other party.
- 17. This Agreement shall be interpreted under the laws of the State of Tennessee. Venue shall lie in Trousdale County, Tennessee.
- 18. This Agreement, the Incarceration Agreement(s) and all related documents and any modifications thereof incorporate all the agreements, covenants and understandings between the parties.
- 19. All notices sent pursuant to this Agreement shall be sent via certified mail, return receipt requested or a nationally recognized overnight carrier to:

Trousdale County: Betty Lou Taylor 204 Court Street P.O. Box 179 Hartsville, TN 37074

CCA:

Steve Groom, General Counsel Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215

- 20. No waiver of any breach of any terms or conditions of this Agreement shall be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.
- 21. In the event any provision of this Agreement shall be held invalid or unenforceable, such provision shall be null and void. The validity of the remaining provisions shall not in any way be affected thereby.

22. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same Agreement. Execution of this Agreement may be evidenced by facsimile signature.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement.

TROUSDALE COUNTY: CCA:

JAKIE WEST

Hartsville/Trousdale County Executive 210 Broadway, Room 5 Hartsville, Tennessee 37074 Telephone: (615) 374-2461 Fax: (615) 374-3948 trousdaleexec@bellsouth.net

Debbie Jenkins Executive Assistant Linda Gammons Secretary



July 23, 2013

Commissioner Derrick Schofield Tennessee Department of Corrections 320 Sixth Avenue North Nashville, TN 37243

Dear Commissioner Schofield:

In my capacity as Mayor of Trousdale County I am writing to ask for your consideration of an economic development opportunity that not only provides much needed jobs, construction and commercial dollars for our County but that also provides the State with much needed prison beds at a cost-effective price.

Like many areas of rural Tennessee, our County's unemployment rate remains higher than both the state and national averages. We continually and aggressively look for opportunities to bring meaningful employment growth to the area and to promote further economic development in the region. A main target of our economic development efforts has been seeking companies to build operations in the 550-acre PowerCom Industrial Center located in Hartsville. One such company, Tennessee-based private prison operator CCA, owns a 108-acre site in the park that is ideally suited for a state correctional facility. We believe a correctional facility on this site is a timely and appropriate economic benefit for the State and offers the Department benefits that are unique to this particular location. Specifically:

- Location: Within 45 miles of Nashville, our central location provides easy access to a
 metropolitan area known for its nationally renowned medical centers and specialty care.
 The closest hospital will be the Trousdale Medical Center (5 miles). The Nashville
 International Airport will be the closest metropolitan airport and the facility will also be
 located within 40 miles from Murfreesboro.
- Timing: Due to work that CCA has already performed on the site, CCA can have a state
 of the art correctional facility of up to 2,000 beds available for occupancy in as little as 18
 months. We believe this accelerated timeline for delivering a facility is critical to
 providing the State with relief from its current backlog of inmates in county jails.

• Quality: CCA is a known and valued provider to the State. We would expect that CCA would deliver to the State the same high-quality services that it delivers in the facilities CCA operates for the State today. In fact, we would propose to mirror the type of arrangement that currently exists between the State and Hardeman County. In this arrangement, Trousdale County would propose to contract directly with the Department. Trousdale County will, in turn, enter into a management agreement with CCA for the design, construction and management of a facility on the Hartsville site.

The significant benefits to our community cannot be understated. With a full-time employment of more than 300 employees, the \$8-10 million payroll will turn over multiple times in our community and the estimated \$1.5 million in property taxes and estimated \$1.8 utility payments will provide much needed resources to our area.

I believe you will see that this proposal offers a benefit to both the Department and Trousdale County. Additionally, I must urge you to act on this opportunity quickly in order to avoid jeopardizing the key grants for infrastructure improvements upon which we are relying to provide necessary improvements to service not only the prison site but that are critical to the entire Four Lakes region. While we have been successful in obtaining a combination of federal, state and local grant commitments of almost \$8 million, I fear that without the prison project, many of these grants will not come to fruition.

Trousdale County is ready and willing to enter into an agreement with the State for the housing of inmates in a state of the art prison facility to be built on the PowerCom site. Immediately upon receipt of a letter from you indicating your desire for such an agreement, we will proceed with the steps necessary to enter into a management agreement with our operator and to finalize an Incarceration Agreement with your Department in keeping with the Agreement the Department currently has with Whiteville.

Thank you for your consideration of this request and I stand ready to answer any questions you may have at your earliest convenience.

Gala West

Jakie West

Hartsville/Trousdale County Mayor

BILL HASLAM GOVERNOR



DERRICK D. SCHOFIELD

COMMISSIONER

STATE OF TENNESSEE DEPARTMENT OF CORRECTION SIXTH FLOOR, RACHEL JACKSON BUILDING 320 SIXTH AVENUE NORTH NASHVILLE, TENNESSEE 37243-0465 OFFICE (615) 741-1000 FRAX (615) 532-8281

October 8, 2013

The Honorable Jakie West Hartsville/Trousdale County Executive 210 Broadway, Room 5 Hartsville, TN 37074

Dear Mayor West:

REGARDING: Trousdale County Partnership

This letter serves as confirmation of our recent conversation regarding your July 23, 2013, correspondence requesting that the Department of Correction give consideration to Trousdale County as a potential site for future prison expansion. As we discussed, it is the Department's intent to move forward in a partnership with Trousdale County to meet the State's anticipated bed demand for felony offenders in the next few years.

Based upon our population projections, the State has short-term bed need for an additional 3,400 beds within the next five (5) years and 2,500 beds within the next two (2) years. The additional beds will provide a "relief valve" for the state system and our county jails as the Department begins to initiate best-practice strategies to divert non-violent offenders away from hard prison beds.

The department's decision to enter into this partnership was based upon the county meeting the following criteria:

- a. Within an hour's drive to Nashville.
- b. Sufficient available workforce to accommodate the staffing requirements of the facility.
- c. The construction schedule cannot exceed 18 months from the signing of the agreement.

The Honorable Jakie West 2 October 8, 2013

- d. Access to medical and mental health emergency services.
- e. Evidence-based programming must be the cornerstone of the facility. Correctional education, as well as alcohol and drug treatment programming, will increase the likelihood of successful reentry to our communities and work to reduce the current average 46 percent recidivism rate in Tennessee.

In your correspondence, you indicated the County's desire to contract with a private-prison operator for the design, construction, and management of a facility similar to the State's current agreement with Hardeman County to operate the Whiteville facility. The facility would require a capital investment from the contractor of approximately \$200 million. No State dollars would be spent until construction is complete and the inmates begin arriving at the facility. The contractor would fund the construction project using its own capital resources.

We look forward to working with Trousdale County on this mutually beneficial partnership for the State and the County. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Derrick D. Schofield

Commissioner, Department of Correction

DDS:JT

pc: Commissioner Larry Martin, Finance & Administration Chief Operating Officer Greg Adams Chief of Staff Mark Cate

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Agency	racking #	Edison ID		¥	Amendment #				
	32904-20240		41701						
Contractor Legal Entity Name Edison Vendor ID									
Trousdale County 2537									
To re	ent Purpose & Effect(move the provision v d rate	•	sented to p	pay the cou	inty a set rate ra	ther than a population-			
Amendm	Amendment Changes Contract End Date: YES NO End Date: 5 years following Service Commencement Date								
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 0.00						\$ 0.00			
Funding -		Federal	Interdepa	ertmental	Other	TOTAL Contract Amount			
16	\$10,344,900.00		Muldept	THIO THU	Ottion	\$10,344,900.00			
17	55,261,000.00					55,261,000.00			
18	56,847,900.00					56,847,900.00			
19	58,264,300.00				8 1	58,264,300.00			
20	59,885,100.00					59,885,100.00			
21	35,686,900.00					35,686,900.00			
TOTAL:	\$276,290,100.00					\$276,290,100.00			
American Recovery and Reinvestment Act (ARRA) Funding: YES NO									
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.									
Speed Chart (optional) Account Code (optional)									

AMENDMENT One OF CONTRACT 41701

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Trousdale County, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Contract section Reference C.3.b.is deleted in its entirety and replaced with the following:

C.3.b. b. Operating Per Diem Payments.

The State shall make Operating Per Diem Rate payments to Trousdale County based on the number of inmates actually at the Facility. If the 2552 beds are not available on the Service Commencement Date, the State shall not be obligated to make the Operating Per Diem Rate payments to the County pursuant to this section until such beds are available. If the beds are available and the State does are assign Inmates to the Facility, the State shall be obligated to make the Operating Per Diem Rate payments to the County pursuant to this section

(1) Beginning on the Service Commencement Date and continuing for one year thereafter, the Operating Per Diem Rate shall be \$58.75 per Inmate Day.

Each year, on the anniversary of the Service Commencement Date, the Operating Per Diem Rate shall increase by 2.5%.

- (2) Beginning on the Service Commencement Date, Trousdale County shall make available 2,552 beds. The State may change the number of State Bed Days that Trousdale County makes available to it from time to time by giving Trousdale County 180 days advance written notice of the change. The State may lower or raise the State Bed Days In its sole discretion, for any reason or no reason including, but not limited to, the State's dissatisfaction with any management subcontract. Notwithstanding any provisions herein to the contrary, Trousdale County shall make available to the State all or part of the Facility's capacity upon notice described herein and shall enter into no agreement to the contrary.
- Any beds not required to be made available to the State by this Contract may be (3)filled with Inmates from other jurisdictions. Such Inmates shall be kept completely separate in all assignments including, but not limited to, housing and programming assignments. Trousdale County shall notify the Commissioner of the source and nature of inmates from other jurisdictions proposed to be housed at the facility. Said notice shall be provided at least 30 days prior to receipt of such inmates at the institution. Within ten (10) days of receipt of such notice, the Commissioner shall notify Trousdale County of any objection to the proposal. If Trousdale County decides to proceed with the housing of such inmates at the Facility over such objection it shall so notify the Commissioner prior to receipt of the inmates. The State shall have thirty (30) days from receipt of such notice to change, at its discretion, the number of State Bed Days that Trousdale County makes available to it. The State shall provide at least ten (10) days' notice of the change in State Bed Days. The notice requirement is an exception to the 180day notice required by Section C.3.b.(2). If inmates from other jurisdictions are housed at the facility, the State's Operating Per Diem Rate payments to Trousdale County pursuant to section C.3.b. shall be based on the number of Tennessee State Department of Correction Inmates actually at the Facility.
- (4) No Operating Per Diem will be paid for Inmates housed and treated at a State departmental Facility. Subject to the subsection (b) above, the Operating Per

Diem Rate payment will be made only for Inmates actually incarcerated at the Facility, except the Operating Per Diem Rate payment shall be made for any Inmate hospitalized at a non-State departmental Facility during the period when the contractor is responsible for said hospitalization expense. No Operating Per Diem shall be paid for any Inmate out to court.

(5) Inmate Days and billings will be determined by the Midnight count of each day, which count shall be periodically reviewed and signed by the Liaison(s).

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective May 1, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Trousdale County:

SIGNATURE

PRINTED NAME AND TITLE OF SIGNATORY (above

Tennessee Department of Correction:

...

arker, Commissioner

RFS 32904-20240 Amendment 1 Trousdale County

FIRST AMENDMENT TO THE AGREEMENT BETWEEN TROUSDALE COUNTY, TENNESSEE

AND

CORRECTIONS CORPORATION OF AMERICA

THIS FIRST AMENDMENT to the Agreement between Trousdale County, Tennessee
(Trousdale County) and Corrections Corporation of America (CCA) dated April 28, 2014,
(Agreement) is made and entered this day of, 2014.
WHEREAS, the State of Tennessee has requested the inclusion of certain additional provisions in the Agreement; and
WHEREAS, Trousdale County and CCA desire to amend the Agreement to include such provisions.

Now Therefore, in consideration of the mutual promises and covenants contained herein, Trousdale County and CCA hereby agree to amend the Agreement to include the following provisions:

1. Insert the following as paragraph 23:

"Change In Owners. CCA shall notify the State in writing of any change of ownership of the CCA, through sale or merger, which occurs during the term of the Incarceration Agreement. CCA shall inform the State fully of the financial ability of the new ownership to fully comply with the terms and conditions of the Incarceration Agreement. The State reserves the right to terminate the Incarceration Agreement in the event of a change in ownership without penalty to the State or to consider the failure to comply with the notification or financial reporting provisions as a Breach by CCA."

2. Insert the following as paragraph 24:

"CCA's Representations and Warranties. CCA represents and warrants to and for the benefit of State, with the Intent that State will rely thereon for purposes of entering into the Contract with Trousdale County, as follows:

a. No Violation of Contract Articles of Incorporation or Bylaws. The consummation of the transactions contemplated by this Incarceration Agreement and its fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement,

license, security agreement, Contract, governmental license or permit, or other agreement or instrument to which CCA is a party or by which its properties are bound, or any order, rule, or regulation of any court or any regulatory body, administrative agency, or their governmental body applicable to CCA or any of its properties. except any such conflict, breach, or default which would not materially and adversely affect Contractor's ability to perform its obligations under this Incarceration Agreement and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of CCA.

b. No Defaults under Agreements. CCA is not in default nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by CCA under any indenture, mortgage, deed of trust. lease, loan agreement, license, security agreement, Contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect CCA's ability to perform its obligations under this Incarceration Agreement."

3. Insert the following as paragraph 25:

"Research Projects. CCA shall not publish or disseminate any findings based on data obtained from the operation of the Incarceration Agreement or engage in any research projects without the prior written consent of the Department."

4. Insert the following as paragraph 26:

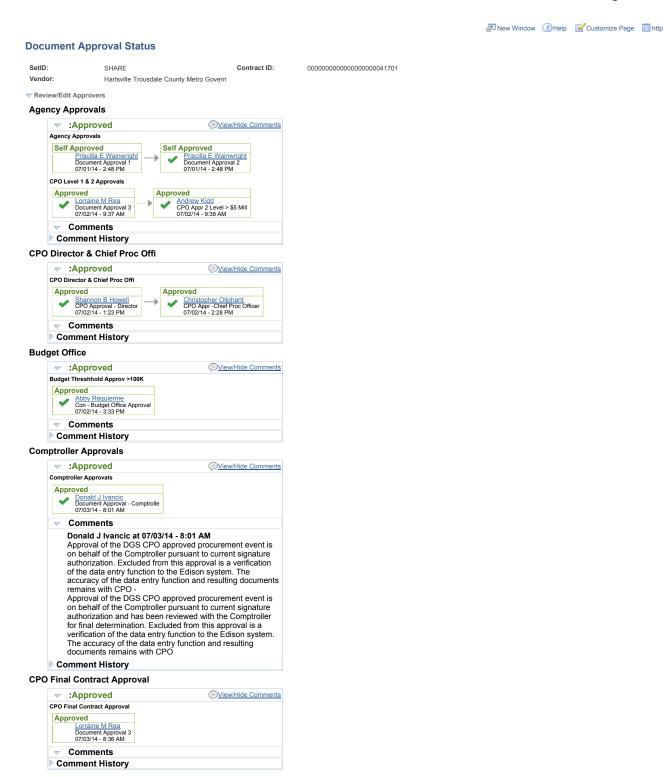
"<u>Financial Termination</u>. The State may terminate the Incarceration Agreement without penalty to the State in the event CCA:

- a. admits in writing its inability to pay its debts;
- b. makes a general assignment for the benefit of creditors;
- c. suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within 60 days;
- d. suffers proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by Contractor, not to be dismissed or stayed within 60 days; or
- e. suffers any judgment, unit of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within 60 days after issue or levy."

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Amendment.

TROUSDALE COUNTY:	CCA:
Gali Work	Jatoshak Metal
Signature	Signature
Jakie West	Nataska K. Metcalt
Printed Name	Printed Name
County Mayor	VicePresident, Partnership Development
Title	Title
July 1, 2614	7/1/14 Date

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